

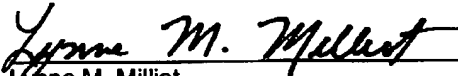
Application No. 09/173,858

Atty Docket No.: JGR 1004-1

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES

In re Application of:

Bart Alan MELTZER et al.

Application No. 09/173,858

Confirmation No. 4734

Filed: 16 October 1998

Title: **Documents for Commerce in Trading
Partner Networks and Interface
Definitions Based on the Documents**

Group Art Unit: 2178

Examiner: HUYNH, Cong Lac T.

CUSTOMER NO. 22470

MAIL STOP APPEAL BRIEF - PATENTS

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

APPEAL BRIEF

Sir:

This Appeal Brief is filed in support of Appellants' appeal from the Office Action mailed 18 April 2005, in this case. A Notice of Appeal accompanies this brief.

The appropriate fee as set forth in § 41.20 (b)(2) of \$500.00 is covered in the attached Credit Card Payment Form (PTO-2038). Should it be determined that additional fees are required, the Commissioner is hereby authorized to charge those fees to Deposit Account No. 50-0869.

Page i

Application No. 09/173,858

Atty Docket No.: JGR 1004-1

TABLE OF CONTENTS

I. REAL PARTY IN INTEREST	1
II. RELATED APPEALS AND INTERFERENCES	1
III. STATUS OF CLAIMS	1
IV. STATUS OF AMENDMENTS	1
V. SUMMARY OF CLAIMED SUBJECT MATTER	1
VI. ISSUES TO BE REVIEWED ON APPEAL	2
VII. GROUPING OF CLAIMS	2
VIII. ARGUMENT	2
A. McKendrick is not available as a reference	2
1. Rule 131 declarations are considered under relaxed standards	3
2. The declarations are procedurally sufficient	4
3. The evidence shows completion of the invention before March 11, 1998, which is well before publication of the September, 1998 issue of Banking Technology News	6
B. It was improper to reject the claims as unpatentable under section 103(a) over McKendrick in view of W3C, Extensible Markup Language (XML) 1.0, 2/10/98, pages 1-37 ("XML Language Recommendation").	8
1. Rejection of claim 1 was improper because McKendrick does not read on the claim	9
2. Rejection of claim 1 depends on impermissible hindsight	10
3. Rejection of claim 61 was improper because McKendrick does not read on the claim	12
IX. CLAIMS APPENDIX	13
X. CONCLUSION	18

Application No. 09/173,858

Atty Docket No.: JGR 1004-1

TABLE OF AUTHORITIES**Cases**

<i>ATD Corp. v. Lydall, Inc.</i> , 159 F.3d 534, 48 USPQ2d 1321 (Fed. Cir. 1998)	10
<i>Ex parte Hook</i> , 102 USPQ 130 (Bd. App. 1953).....	3
<i>Grain Processing Corp. v. American Maize-Products Corp.</i> , 840 F.2d 902, 5 USPQ2d 1788 (Fed. Cir. 1988)	11
<i>In re Brown</i> , 329 F.2d 1006, 141 USPQ 245 (CCPA 1964)	11
<i>In re Carlson</i> , 79 F.2d 900, 27 USPQ 400 (CCPA 1935)	3, 5, 6
<i>In re Payne</i> , 606 F.2d 303, 203 USPQ 245 (CCPA 1979)	11
<i>Kennelly in Engate, Inc. v. Esquire Deposition Servs.</i> , 331 F. Supp. 2d 673 (D. Ill., 2004).....	6

Other Authorities

1-3 Chisum on Patents § 3.04 [1][b][v] to [1][c] (2005 Lexis version)	11
1-3 Chisum on Patents, § 3.08[1][b][iii] and fn 36 (2005 Lexis version)	3
2-5 Chisum on Patents § 5.03 [2][c] n. 29 (2005 Lexis version)	10
<i>IEEE Standard Dictionary of Electrical and Electronics Terms</i> (6 th Ed.) (1996).....	7, 8
Manual for Patent Examination and Procedure, § 715.04 (Rev. 2, May 2004)....	3, 4, 5, 6
Manual for Patent Examination and Procedure, § 715.07 (Rev. 2, May 2004).....	3

Application No. 09/173,858

Atty Docket No.: JGR 1004-1

I. REAL PARTY IN INTEREST

The real party in interest is JGR Acquisition, Inc., the assignee of record.

II. RELATED APPEALS AND INTERFERENCES

There are no known appeals or interferences relating to this case.

III. STATUS OF CLAIMS

Claims 1-15 and 61-72 are pending in this case and all have been rejected.

IV. STATUS OF AMENDMENTS

No amendments have been filed subsequent to the Final Office Action.

V. SUMMARY OF CLAIMED SUBJECT MATTER

There are two independent claims, for an interface for transactions and for a method. The claimed embodiments are useful for transactions among nodes in a network (FIG. 1) including a plurality of nodes that execute processes involved in the transactions (FIGS. 3, 7, 11), the interface being stored in a computer readable medium. For instance, a web service in an electronic commerce network can use the interface described to compose, send and receive XML-formatted electronic commerce documents such as a purchase order (FIG. 8, ref. 811) submitted to and a PO acknowledgement received from a PO-receiving web service.

The interface claimed is stored in memory accessible by at least one node in the network. It includes a machine-readable specification of an interface to transaction processes (FIG. 2). The specification includes interpretation information providing a definition of an input document (refs. 211, 213-218), and a definition of an output document (refs 212, 219-224). The definitions of the input and output documents comprising respective descriptions of sets of storage units and logical structures for the sets of storage units.

Another embodiment is a method for programming a commercial transaction in a network. This method includes defining a machine-readable definition of an input document (FIG. 2) for a node in the network (FIGS. 3, 7, 11) including resources to execute a process in the transaction, and a machine-readable definition of an output document (FIG. 2) for the node. The definitions of the input and output documents

Application No. 09/173,858

Atty Docket No.: JGR 1004-1

include respective descriptions of sets of storage units and logical structures for the sets of storage units. The method includes providing interpretation information for the logical structures to the node.

VI. ISSUES TO BE REVIEWED ON APPEAL

Whether McKendrick, *Banks begin to play with XML*, Bank Technology News, Sept. 1998, Vol. II, Iss. 9, pg. 6, 2 pgs, (McKendrick) is unavailable as a reference, based on § 131 declarations signed by four inventors?

Whether it was improper to reject claims 1-16, 61-72 under 35 U.S.C. 103(a) as unpatentable over McKendrick, 2 pgs, in view of the initial XML language specification, W3C, *Extensible Markup Language (XML) 1.0*, 2/10/98, pages 1-37 ("XML Language Recommendation") <http://www.w3.org/TR/1998/REC-xml-19980210.pdf>?

VII. GROUPING OF CLAIMS

Applicants group the claims as: claims 1-16 and 61-72, grouped by the independent claims.

VIII. ARGUMENT

Appellants have been very patient with the course of prosecution in this case, turning to this appeal after nine office actions / advisory actions and the passage of almost seven years. The only progress made in this case was when Quality Assurance Supervisor Jack Harvey stepped in, two years ago, on the suggestion of the Examiner's SPE and negotiated a simple amendment to the preamble of claim 1. Then, someone instructed the Examiner to withdraw her section 101 rejection as to all claims, including the unamended method claim 61. (The Examiner opted out of the interview with QAS Harvey, so the exact course of events is unavailable.) Applicants' research indicates that of the last nine cases to issue from this Examiner's docket, four of them issued only after a successful appeal, as success is measured either by the Examiner's acquiescence or a reversal by the BPAI. Applicants hope that this briefing will likewise lead to issuance.

A. McKendrick is not available as a reference

Rejection of the claims is improper because it depends on McKendrick, which has been effectively removed as a reference by the declarations of record. On its face,

Application No. 09/173,858

Atty Docket No.: JGR 1004-1

the inventors' testimony swears behind the McKendrick reference, as the inventors completed the claimed structure and method before March 11, 1998 and McKendrick was not published until the September, 1998 issue of Bank Technology News.

1. Rule 131 declarations are considered under relaxed standards

Because the inventors' testimony is presented in a Rule 131 declaration and not an initial oath or an interference proceeding, the more relaxed Rule 131 standards apply. For instance, MPEP § 715.07, at 700-251 (Rev. 2, May 2004), indicates that corroborative documents are not essential. "[I]n interference practice, conception, reasonable diligence, and reduction to practice require corroboration, whereas averments made in a 37 CFR 1.131 affidavit or declaration do not require corroboration; an applicant may stand on his or her own affidavit or declaration if he or she so elects. *Ex parte Hook*, 102 USPQ 130 (Bd. App. 1953)." This is consistent with Rule 131(b), which accepts an explanation for the absence of supporting documents. While Rule 47 requires a petition with specific showings in lieu of an original inventor's oath, neither Rule 131 nor MPEP § 715.04, *citing In re Carlson*, 79 F.2d 900, 27 USPQ 400 (CCPA 1935), requires anything particular in order for fewer than all of the inventors to sign a 131 declaration, "where it is shown that a joint inventor is deceased, refuses to sign, or is otherwise unavailable." The court *In re Carlson*, at 747, reasoned:

The examiner held that the affidavit was not sufficient, giving as one of his grounds therefore, that one of the joint inventors had neither signed the affidavit, nor furnished a statement of the reason why he failed to sign it. He then considered the Montgomery Ward & Company reference, and rejected the claim on all the references cited. On appeal on the merits to the Board of Appeals, the board held that said affidavit should have been considered, that a suitable excuse had been given for the failure of Stitt to sign, and that the fact that it was signed by one inventor only did not prevent its being used under rule 75.

In this particular holding, we conclude that the Board of Appeals was not in error. It is in conformity with the apparent intent of said rule 75. To rule otherwise would prevent one joint inventor, when the other is deceased or cannot be found, from having the benefit of this salutary provision of the rules of the Patent Office.

Moreover, "In order to avoid a reference, a Rule 131 affiant need not necessarily show actual possession of either the entire invention as later claimed or such part of the invention as the reference discloses. It is sufficient that he show possession of such as to make the entire invention or that part obvious to one with ordinary skill in the art." 1-3

Application No. 09/173,858

Atty Docket No.: JGR 1004-1

Chisum on Patents, § 3.08[1][b][ii] and fn 36 (Lexis on-line ed. 2005). Applicants have fully satisfied these applicable standards, as explained below.

2. The declarations are procedurally sufficient

The inventors' declarations recite:

Prior to March 11, 1998, we had implemented a registry for trading partners. The registry was used in a method, also implemented prior to March 11, 1998, in a form sufficient to demonstrate that the method would work for its intended purpose, for establishing transactions among trading partners in a network, comprising: maintaining a registry of machine-readable specifications specifying business services offered by trading partners, the machine-readable specifications including at least one of definitions of, and references to definitions of, services offered and at least one of definitions of, and references to definitions of, documents to be exchanged with such services by trading partners; and providing, in response to a request, one or more of the machine-readable specifications from said registry is via a communication network to a requesting node.

These declarations, if accepted, would predate McKendrick by at least six months remove it as a reference. The grounds for not accepting the declarations appear to be (a) for lack of a 37 CFR 1.47 petition (Office Action appealed from (mailed Apr. 18, 2005) ("OA"), at 2, § 4), (b) that "the Exhibit shows the completion of the invention [sic] was written by one inventor only" (*id.*, at 4) and (c) because the corroborating Exhibit is a written description of the inventors' work, not a copy of the program itself. (*id.*, at 5-6).

The Examiner argues that applicants should file a Rule 47(a) petition, because only four of five inventors were available to sign the declarations.¹ But, Rule 47 has no relationship, at least in this case, to acceptance of the Rule 131 declarations. She argues, OA at p. 2, "The declarations were not signed by all the co-inventors and a petition under 37 CFR 1.47 in this application was not granted." On its face, Rule 47 applies to inventors' oaths submitted with an original application, not to Rule 131 declarations.² No petition under Rule 47 was necessary in this application, because all of the inventors signed their original oaths. In MPEP § 715.04, condition (C) automatically permits an applicant or legal representative to sign a declaration instead

¹ The Examiner mistakenly says in OA, at 4, mid-page, that only one inventor signed. In fact, four signatures were presented.

² "§ 1.47 Filing when an inventor refuses to sign or cannot be reached. (a) If a joint inventor refuses to join in an application for patent or cannot be found or reached ..."

Application No. 09/173,858

Atty Docket No.: JGR 1004-1

of an inventor, if a Rule 47 petition was granted when the application was filed, but the MPEP does not require and cannot apply the original oath procedure of Rule 47 to signing a Rule 131 declaration. Even if the standards of Rule 47 were applied here, reasonable diligence and apparent refusal by the inventor to receive mail from counsel have been shown. Rule 47 has no relationship, under these facts, to acceptance of the Rule 131 declarations.

Appellants have satisfied the declaration signing requirements of Rule 131 as interpreted in MPEP § 715.04, *citing In re Carlson, supra*, which approves of fewer than all of the inventors signing a 131 declaration, "where it is shown that a joint inventor is deceased, refuses to sign, or is otherwise unavailable." The court recited the excuse given *In re Carlson*, at 746:

That the aforesaid Charles P. Stitt is not now and has not for some time past been in the employ of The E. Ingraham Company and that he does not know the present whereabouts of the said Charles P. Stitt and is informed and believes that the officials of The E. Ingraham Company, his assignee, do not know his present whereabouts;

Here, the declaration of Robert John Glushko, ¶ 8, explains the unavailability of co-inventor Mr. Allen and attaches a copy of the Express Mail label addressed to Mr. Allen's last known address, which was returned by the Post Office marked "Refused". Once Mr. Allen sold his Commerce One stock, he dropped out of sight. None of his co-inventors had had any recent contact with him. The company supplied the last known address shown on the mailing label. Someone at Mr. Allen's last known address refused a letter soliciting his cooperation. This testimony matches the case law pattern for showing unavailability of a Rule 131 declarant. Based on the proof of record, the signatures of four inventors are sufficient to satisfy Rule 131, as interpreted in MPEP § 715.04, and *In re Carlson*.

The Examiner next argues (OA, at 4) that, "the Exhibit shows the completion of the invention was written by one inventor only." The Examiner is mistaken. In discussions with SPRE Brian Johnson, who advised the Examiner regarding the Rule 131 issue, it sounded to counsel as if the Examiner showed SPRE Johnson only one of the four declarations submitted by Appellants when she sought his advice. The SPRE seemed genuinely surprised to learn that four declarations had been submitted.

Application No. 09/173,858

Atty Docket No.: JGR 1004-1

3. The evidence shows completion of the invention before March 11, 1998, which is well before publication of the September, 1998 issue of Banking Technology News

The Examiner argues (OA, at 5-6), that

Exhibit A, submitted as a written description, does not constitute an actual reduction to practice. Furthermore, only the filing of a US patent application which complies with the disclosure requirement of 35 USC 112 constitutes a constructive reduction to practice. A written description, no matter how complete, which has not been made the subject of a US patent application, does not qualify as reduction to practice.

This misapprehends corroboration. The inventors' testimony unmistakably shows that a registry for trading partners with the claimed elements was completed before March 11, 1998. It definitely shows more than the McKendrick reference discloses, which is all that is necessary to remove the reference. The issue is whether Exhibit A meets the relaxed corroboration standards of Rule 131, MPEP § 715.04 and *In re Carlson*?

The Examiner seems to argue that because Exhibit A is a status report, not source code, it cannot corroborate the testimony. Nothing in the controlling authorities requires submission of source code or a working model to support a Rule 131 declaration. Even under the rigorous corroboration standards applied to interference or court proceedings³, a status report is sufficient to corroborate an inventor's testimony.

Prior to appeal, we explained the declarations and Exhibit A to the Examiner, to minimize confusion about how one of skill in the art would understand the status report. Because the Examiner misapprehended corroboration under Rule 131 as requiring source code, she did not respond to the substance of the status report. (OA, at 5-6).

These declarations were first submitted in related application 09/633,365, entitled "Registry for Trading Partners Using Documents for Commerce in Trading Partner Networks," which has the same priority date as this application. After the declarations were submitted in the related case, Commerce One went through several major reductions in force, declared bankruptcy and sold its patent portfolio to the real-party-in-interest at a bankruptcy court auction.

³ The extreme rigorousness of the corroboration standard in court proceedings was recently reviewed, compared to proof of treason, and generally criticized by Judge Kennelly in *Engate, Inc. v. Esquire Deposition Servs.*, 331 F. Supp. 2d 673, 684 (D. Ill., 2004).

Application No. 09/173,858

Atty Docket No.: JGR 1004-1

Again, the inventors declared that:

Prior to March 11, 1998, we had implemented a registry for trading partners. The registry was used in a method, also implemented prior to March 11, 1998, in a form sufficient to demonstrate that the method would work for its intended purpose, for establishing transactions among trading partners in a network, comprising: maintaining a registry of machine-readable specifications specifying business services offered by trading partners, the machine-readable specifications including at least one of definitions of, and references to definitions of, services offered and at least one of definitions of, and references to definitions of, documents to be exchanged with such services by trading partners; and providing, in response to a request, one or more of the machine-readable specifications from said registry is via a communication network to a requesting node.

To assist the Examiner's review of the declarations, Appellants pointed to passages of Exhibit A that corroborate the inventors' declarations. One needs only to understand the status report from the perspective of one of ordinary skill in the art. The explanation provided to the Examiner had already been accepted in the related case as showing that Exhibit A corroborates the declarations.

There is evidence of machine-readable specifications. First, Exhibit A says, "CBL (Common Business Language) enables semantic interpretation and integration of different commerce applications. CBL defines the metadata for making a business and its services a self-describing 'eCo component'; ... it represents the forms and messages needed for commercial transactions". Metadata, in this context, is machine-readable. The 1990 IEEE Std 610.5 meaning for metadata, found in the *IEEE Standard Dictionary of Electrical and Electronics Terms* (6th Ed.) (1996), at page 648, defines metadata as, "Data that describes other data; for example, a data dictionary contains a collection of metadata." CBL is a reference set of XML documents useful for commercial transactions.

Second, the evidence is that, "The development of CBL has strongly shaped the requirements for the eCo runtime platform. XML is now at the core of the eCo architecture, and the eCo server can be thought of as an XML processing platform on which CBL is the reference application. The use of XML inside the eCo platform as well as in its applications has enabled the server to be more capable and extensible than we conceived at the time of the proposal." XML is machine-readable data that was used inside the eCo server to represent messages needed for commercial transactions.

Application No. 09/173,858

Atty Docket No.: JGR 1004-1

Each of these excerpts demonstrates that machine-readable document specifications were being used in the eCo server, corroborating the declarations.

There is evidence that the machine-readable specifications included definitions of services offered and documents to be exchanged with such services, in the first passage above. The CBL registry makes a business and its services "self-describing." Looking again to the *IEEE Standard Dictionary of Electrical and Electronics Terms*, at page 961 from the 1990 IEEE Std 610.12, the definition of "self-descriptiveness" is, "The degree to which a system or component contains enough information to explain its objectives and properties." The metadata represents the forms and messages needed for commercial transactions, which these inventors declare included input and output messages or documents. In this context, messages and documents are used interchangeably, though, to be precise, the messages conveyed documents. XML was used both to define the messages passed and in the message payloads. More detail, including examples of XML code, is included in the application itself. The declarations are corroborated.

There is evidence that the data is adapted for parsing, as that is the nature of XML. Again, the declarations are corroborated.

When the corroborating evidence is evaluated from the perspective of one of skill in the art, the declarations are fully supported and corroborated. The declarations meet at least the relaxed standard of Rule 131 and are effective to remove the McKendrick reference, on which the Examiner relies for every rejection.

For these reasons, the rejections should be reversed.

B. It was improper to reject the claims as unpatentable under section 103(a) over McKendrick in view of W3C, Extensible Markup Language (XML) 1.0, 2/10/98, pages 1-37 ("XML Language Recommendation").

Appellants invite the Honorable Board to peruse the original XML Language Recommendation, which is available on-line at <http://www.w3.org/TR/1998/REC-xml-19980210.pdf>. The Table of Contents, at 3, lists topics such as "Well-Formed XML Documents ... Characters ... White Space Handling ... End-of-line Handling ... Element Type Declarations." The language specification can be used to understand McKendrick's references to XML, but cannot in any meaningful way be combined with the short Banking Technology News article, because it describes the syntax of a

Application No. 09/173,858

Atty Docket No.: JGR 1004-1

language, not how to write programs or what the programs to write. Such a combination would be like arguing from the combination of a C++ language reference tri-fold card with a Microsoft press release on Internet Explorer that the tri-fold card renders obvious the inner workings of IE. It is not in the nature of a programming language specification to be combined with a trade press article and somehow add features to the article. Accordingly, the teaching of McKendrick's two page trade press report is really what is at issue on appeal, assuming *arguendo* that McKendrick is available as a reference.

1. Rejection of claim 1 was improper because McKendrick does not read on the claim

The Examiner relies primarily on McKendrick to read on claim 1, referring to the XML Language Recommendation only to explain one aspect of XML as a language. Attempting to apply a brief quote in the two-page trade press article ostensibly taken from a Microsoft article,⁴ the Examiner argues that any system (inherently) that includes purchase orders and invoices (a) should treat the purchase orders as input documents and (b) the invoices as output documents, (c) that XML documents should include definitions of their own structures, and (d) the system should include storing these XML documents in memory of a server. From OA, at 7:

Regarding independent claim 1, McKendrick discloses:

- a machine-readable specification of an interface to transaction processes stored in memory accessible by at least one node in the network, including interpretation information providing a definition of an input document, and a definition of an output document (pages 1-2: McKendrick discloses applying XML in financial area to provide better bank services and utilizing XML for on-line business transactions involved with manipulation and transfer of data in the Internet such as purchase orders, invoices, and customer information. [a] The purchase orders are considered as input documents, and [b] the invoices are considered as output documents of the purchase orders in business transactions. Since the purchase orders as well as the invoices, which are the input and output documents, are in XML, [c] they definitely include information providing the definition for such a document according to XML structures. And since the transaction documents are in XML format, these documents are machine-readable documents

⁴ The full article that is very briefly quoted in McKendrick may be available at <http://msdn.microsoft.com/archive/default.asp?url=/archive/en-us/dnaxml/html/xmlwp2.asp> (archived content, April 3, 1998). One would need to contact McKendrick to determine whether it is the same article.

Application No. 09/173,858

Atty Docket No.: JGR 1004-1

and [d] should be stored in memory of a server accessible by at least one node in the network)

First, the Examiner's argument does not read on the claim. The closest that the Examiner comes is arguing [c] that XML documents "definitely include information providing the definition of such a document". McKendrick does not say this and saying this does not read on the claim. Understanding the structure of an XML document requires the XML Language Recommendation. Sending a document with an XML *document type declaration* that contains or points to a document type definition (DTD) (see, XML Language Recommendation, at 6) does not read on "*a machine readable specification of an interface to transaction processes stored in memory accessible by at least one node in the network, including interpretation information providing a definition of an input document, and a definition of an output document ...*", because the it defines only one document, not an interface to a transaction.

The Examiner's argument that [a] purchase orders are input documents and [b] invoices are output documents again goes beyond what McKendrick teaches and also is contrary to commercial transaction reality. McKendrick says:

As such, XML may be just the ticket for providing better customer service. "Customer services are now migrating to Web sites from call centers and physical locations," states a report from Microsoft Corp. "And, because most of these business applications involve manipulation and transfer of data such as purchase orders, invoices, customer information and appointments XML will allow a rich array of business applications to be implemented."

This is a broad statement of future potential ("will allow"), not a teaching of how to build an interface specification. In commerce, many transaction processes happen between a purchase order and an invoice. A typical response to a PO is an acknowledgement. Many internal documents are generated that lead to verification of the order (including payment terms) and shipping. A shipping status inquiry and a bill of lading notice are likely to follow. An invoice follows shipment; it is not an output document from a transaction process that receives a commercial purchase order. It is improper to base rejection of claim 1 on the McKendrick passage that mentions POs and invoices.

For these reasons, the rejection of claim 1 should be reversed.

2. Rejection of claim 1 depends on Impermissible hindsight

The Examiner is taking up McKendrick's suggestion to build a future system (not then in existence, "will allow ... to be implemented") using the claim as a blueprint aided by 20-20 hindsight, which is impermissible. 2-5 Chisum on Patents § 5.03 [2][c] n. 29 (2005 Lexis version); e.g. *ATD Corp. v. Lydall, Inc.*, 159 F.3d 534, 546, 48 USPQ2d

Application No. 09/173,858

Atty Docket No.: JGR 1004-1

1321, 1329 (Fed. Cir. 1998) ("Determination of obviousness cannot be based on the hindsight combination of components selectively culled from the prior art to fit the parameters of the patented invention."); *Grain Processing Corp. v. American Maize-Products Corp.*, 840 F.2d 902, 907, 5 USPQ2d 1788, 1792 (Fed. Cir. 1988) ("Care must be taken to avoid hindsight reconstruction by using 'the patent in suit as a guide through the maze of prior art references, combining the right references in the right way so as to achieve the result of the claims in suit.' "). The Examiner literally is trying to build the system described in a 113-page application accompanied by 16 figures from a few words in a trade press article by ascribing them meaning that is not found in the article. She is using the claim as a blueprint and engaging in hindsight to hypothecate from those few words a system that would support of her rejection.

It is black letter law that references relied upon for a section 103 rejection must provide an enabling disclosure, *i.e.*, they must place the claimed invention in the possession of the public. 1-3 Chisum on Patents § 3.04 [1][b][v] to [1][c]. The clearest cases requiring that a reference make an enabling disclosure are in the chemical arts, where enablement is often an issue. *See, id., citing, In re Brown*, 329 F.2d 1006, 141 USPQ 245 (CCPA 1964); *In re Payne*, 606 F.2d 303, 314-15, 203 USPQ 245 (CCPA 1979) ("References relied upon to support a rejection under 35 U.S.C. 103 must provide an enabling disclosure, *i.e.*, they must place the claimed invention in the possession of the public")

McKendrick does not teach or enable any machine-readable specification of an interface. This is particularly clear when it is remembered that a machine-readable specification of an interface is embodied in a data structure. The McKendrick reference makes no effort to teach or enable any data structure, much less the claimed machine-readable specification of an interface. The passage on which the Examiner relies, in its entirety, says:

As such, XML may be just the ticket for providing better customer service. "Customer services are now migrating to Web sites from call centers and physical locations," states a report from Microsoft Corp. "And, because most of these business applications involve manipulation and transfer of data-such as purchase orders, invoices, customer information and appointments, XML will allow a rich array of business applications to be implemented."

Application No. 09/173,858

Atty Docket No.: JGR 1004-1

Compared, for instance, to a computer science volume written by Professor Knuth, this passage says nothing about data structures. It mentions data, but it does not teach or enable a user to harness any particular data structure in order to process a purchase order or invoice. In the absence of an enabling disclosure, this Examiner resorted to hindsight, which is grounds for reversal.

For these reasons, the rejection of claim 1 should be reversed.

3. Rejection of claim 61 was improper because McKendrick does not read on the claim

Claim 61 is a method that makes a transaction specification of input and output documents accessible on-line. The Examiner's rejection of claim 61 begins by admitting that McKendrick does not read on the claim. From OA at 14-15:

Regarding independent claim 61, McKendrick [sic] **does not disclose** explicitly:

- defining a machine readable definition of an input document for a node in the network including resources to execute a process in the transaction, and a machine readable definition of an output document for the node, the definitions the input and output documents comprising respective descriptions of sets of storage units and logical structures for the sets of storage units
- providing interpretation information for the logical structures to the node

Instead McKendrick discloses applying XML in financial area to provide better bank services and utilizing XML for on-line business transactions involved with manipulation and transfer of data in the Internet such as purchase orders, invoices, and customer information (pages 1-2).

(emphasis added). With the legal principle in mind that hindsight reconstruction is impermissible, the Examiner's words that McKendrick "does not disclose" what is claimed make a good argument for reversal.

The Examiner goes on (OA, p. 15) to make the same (a)-(d) argument from the mention of purchase orders and invoices as she did in rejecting claim 1. The mention of purchase orders and invoices as potential future uses for XML is an improper basis for a § 103(a) rejection for the reasons given above.

For these reasons, the rejection of claim 61 should be reversed.

Application No. 09/173,858

Atty Docket No.: JGR 1004-1

IX. CLAIMS APPENDIX

1. (Previously presented) An interface for transactions among nodes in a network including a plurality of nodes which execute processes involved in the transactions, the interface being stored in a computer readable medium, comprising:

a machine readable specification of an interface to transaction processes stored in memory accessible by at least one node in the network, including interpretation information providing a definition of an input document, and a definition of an output document, the definitions of the input and output documents comprising respective descriptions of sets of storage units and logical structures for the sets of storage units.

2. (Original) The interface of claim 1, wherein the interpretation information includes data type specifications for at least one logical structure in the definitions of the input and output documents.

3. (Original) The interface of claim 1, wherein the interpretation information includes at least one data structure mapping predefined sets of storage units for a particular logical structure in the definitions of the input and output documents, to respective entries in a list.

4. (Original) The interface of claim 1, including a repository in memory accessible by at least one node in the network storing a library of logical structures, and interpretation information for logic structures.

5. (Original) The interface of claim 1, wherein the machine readable specification includes a document compliant with a definition of an interface document including logical structures for storing an identifier of a particular transaction, and at least one of definitions and references to definitions of input and output documents for the particular transaction.

6. (Original) The interface of claim 1, wherein the machine readable specification includes a document compliant with a definition of an interface document

Application No. 09/173,858

Atty Docket No.: JGR 1004-1

including logical structures for storing an identifier of the interface, and for storing at least one of specifications and references to specifications of a set of one or more transactions supported by the interface.

7. (Original) The interface of claim 6, wherein the machine readable specification includes a reference to a specification of a particular transaction, and the specification of the particular transaction includes a document including logical structures for storing at least one of definitions and references to definitions of input and output documents for the particular transaction.

8. (Original) The interface of claim 1, wherein the storage units comprise parsed data.

9. (Original) The interface of claim 8, wherein the parsed data in at least one of the input and output documents comprises:

character data encoding text characters in the one of the input and output documents, and

markup data identifying sets of storage units according to the logical structure of the one of the input and output documents.

10. (Original) The interface of claim 9, wherein at least one of the sets of storage units encodes a plurality of text characters providing a natural language word.

11. (Original) The interface of claim 8, wherein the interpretation information for at least one of the sets of storage units identified by a particular logical structure of at least one of the input and output documents, encodes respective definitions for sets of parsed characters.

12. (Original) The interface of claim 8, wherein the storage units comprise unparsed data.

Application No. 09/173,858

Atty Docket No.: JGR 1004-1

13. (Original) The interface of claim 1, including a repository stored in memory accessible by at least one node in the network of document types for use in a plurality of transactions, and wherein the definition of one of the input and output documents includes a reference to a document type in the repository.

14. (Original) The method of claim 13, wherein the repository of document types includes a document type for identifying participant processes in the network.

15. (Original) The interface of claim 1, wherein the definitions of the input and output documents comprise document type definitions compliant with a standard Extensible Markup Language XML.

16. (Original) The interface of claim 1, wherein the machine readable data structure including interpretation information comprises a document organized according to a document type definition compliant with a standard Extensible Markup Language XML.

17. – 60. (Cancelled).

61. (Original) A method for programming a commercial transaction in a network, comprising:

defining a machine readable definition of an input document for a node in the network including resources to execute a process in the transaction, and a machine readable definition of an output document for the node, the definitions of the input and output documents comprising respective descriptions of sets of storage units and logical structures for the sets of storage units; and
providing interpretation information for the logical structures to the node.

62. (Original) The method of claim 61, wherein the interpretation information includes data type specifications for at least one logical structure in the definitions of the input and output documents.

Application No. 09/173,858.

Atty Docket No.: JGR 1004-1

63. (Original) The method of claim 61, wherein the interpretation information includes at least one data structure mapping predefined sets of storage units for a particular logical structure in the definitions of the input and output documents, to respective entries in a list.

64. (Original) The method of claim 61, the step of providing interpretation information includes providing a repository in memory accessible by at least one node in the network storing a library of logical structures, and interpretation information for logic structures.

65. (Original) The method of claim 61, including defining a machine readable specification of an interface including a document compliant with a definition of an interface document including logical structures for storing an identifier of a particular transaction, and at least one of the definitions and references to the definitions of the input and output document.

66. (Original) The method of claim 61, wherein the storage units comprise parsed data.

67. (Original) The method of claim 66, wherein the parsed data in at least one of the input and output documents comprises:

character data encoding text characters in the one of the input and output documents, and

markup data identifying sets of storage units according to the logical structure of the one of the input and output documents.

68. (Original) The method of claim 67, wherein at least one of the sets of storage units encodes a plurality of text characters providing a natural language word.

69. (Original) The method of claim 67, wherein the interpretation information for at least one of the sets of storage units identified by a particular logical structure of

Application No. 09/173,858

Atty Docket No.: JGR 1004-1

at least one of the input and output documents, encodes respective definitions for sets of parsed characters.

70. (Original) The method of claim 66, wherein the storage units comprise unparsed data.

71. (Original) The method of claim 61, wherein the definitions of the input and output documents comprise document type definitions compliant with a standard Extensible Markup Language XML.

72. (Original) The method of claim 61, including:
providing a parser to generate event signals in response to logical structures in the definition of the input document; and
providing event listener programs which respond to the event signals to execute the process.

Application No. 09/173,858

Atty Docket No.: JGR 1004-1

X. CONCLUSION

In view of the foregoing, Appellants ask that this honorable Board reverse the Examiner's rejections of the claims. In addition, it is submitted that all claims that are the subject of this examination are now allowable, and a notice of intent to issue a patent is respectfully requested.

The Commissioner is hereby authorized to charge any fee determined to be due in connection with this communication, or credit any overpayment, to our Deposit Account No. 50-0869 (File No. JGR 1004-1).

Respectfully submitted,

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